



INDEMNIFICATION AGREEMENT

The undersigned(s), hereby agrees to indemnify and hold harmless the Indianapolis Public Transportation Corporation ("IPTC") (aka IndyGo), its agents, representatives, and employees from and against all claims, loss, liabilities, judgments, penalties, fines, liens, damages, costs and expenses, including without limitation, attorneys' fees or allocated costs of in-house counsel, actions, or causes of action of whatever kind or nature for damages for injury to person and property, including death, arising out of or in any way connected to: (i) the undersigned's entry onto the property of the IPTC to perform the scope of work contained in this sale with the IPTC, including, but not limited to the dismantling and removal of excess L3Harris Bus Simulator equipment (TS7-21-003), on or about specified date and time, or any time thereafter, for which entry is permitted by the IPTC; and (ii) the undersigned's purchase, use or sale of excess IPTC property to third parties; and (iii) the environmental condition of the property.

The IPTC specifically makes no representations regarding the condition or safety of any property, tools, apparatus or other equipment, which the undersigned(s) might purchase at auction. The undersigned understands and agrees that the IPTC disclaims any express or implied warranties of merchantability or fitness of the excess IPTC property sold and, further, agrees that the property is sold in its present condition, AS-IS, WHERE-IS condition WITH ALL FAULTS, whether or not specifically raised herein or by attachment, without recourse, liability, or indemnification of any type from the IPTC, which include but is not limited to the presence of hazardous substances and/or environmental contamination in or on the Property and the Equipment.

The undersigned(s) agrees to comply with all safety requirements, including but not limited to OSHA, environmental compliance, as well as all applicable State, federal, local and municipal laws, rules, regulations or orders while on IPTC property and transportation and delivery of L3Harris Bus Simulator (TS7-21-003).

The undersigned(s) or their respective companies and employees agree to use reasonable care to prevent damage to IPTC property and will reimburse the IPTC for any damage or loss incurred as a result of their activities on postal property.

Winning Bidder (print)

Signature: _____

Company Title:

Date:

Asset ID: